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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

CHRISTIAN SANCHEZ, ATU AKINLABI
WATSON, and TYRON WESLEY
MCCARTHER, individuals, on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

SPOKE LOGISTICS, LLC, a Wyoming
Limited Liability Company, and Does 1-25,
Inclusive,

Defendant.

Case No. 23-CV-035138

ASSIGNED FOR ALL PURPOSES TO:

The Honorable Victoria Kolakowski
Department 16

CLASS AND REPRESENTATIVE ACTION

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF
CLASS AND REPRESENTATIVE
ACTION SETTLEMENT**

Date: May 7, 2026

Time: 2:30 p.m.

Dept.: 16

Reservation: 408531732666 (Continued)

Complaint filed: June 6, 2023

Trial Date: Not Set

SPOKE LOGISTICS, LLC, a California Corporation,

Cross-Complainant,

v.

HE IS THE WAY TRANSPORT SERVICES, INC.,

Cross-Defendant.

Complaint filed: September 11, 2023
Trial Date: Not Set

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Attorneys for Plaintiffs ATU AKINLABI WATSON and TYRON WESLEY MCCARTHER

1 Plaintiffs' Motion for Order Granting Preliminary Approval of Class Action and
2 Representative Action Settlement ("Motion") came on for hearing on May 7, 2026 in
3 Department 16 of the above-captioned Court. The Court, having fully reviewed the Motion,
4 supporting Memorandum of Points and Authorities, Declarations of Isam C. Khoury and
5 Maggie K. Realin of Cohelan Khoury & Singer, David R. Markham of The Markham Law
6 Firm, Walter L. Haines of United Employees Law Group, P.C., and Sarkis Sirmabekian of
7 Sirmabekian Law Firm, PC, the Class and Representative Action Settlement Agreement and
8 Release ("Agreement"), proposed Notice of Class Action Settlement ("Class Notice"), First
9 Amended Class Action and Representative Action Complaint, having carefully analyzed the
10 Agreement and Class Notice, and in recognition of the Court's duty to make a preliminary
11 determination as to the reasonableness of any proposed class action settlement, and if
12 preliminarily determined to be reasonable, to ensure proper notice is provided to all Class
13 Members in accordance with due process requirements, and to set a Final Approval Hearing to
14 consider the good faith, fairness, adequacy and reasonableness of any proposed Settlement,
15 THE COURT MAKES THE FOLLOWING DETERMINATIONS AND ORDERS:

16 1. The Court conditionally finds, for the purpose of approving this settlement only,
17 the proposed Class meets the requirements of California Code of Civil Procedure section 382:
18 (a) the proposed Class is ascertainable and so numerous joinder of all Class Members is
19 impracticable; (b) there are questions of law or fact common to the proposed Class, and a well-
20 defined community of interest in the subject matter of the class action among Class Members;
21 (c) the claims of the Class Representatives are typical of the claims of proposed Class
22 Members; (d) the Class Representatives have and will adequately protect the interests of the
23 Class Members; (e) a class action is superior to other available methods for efficient
24 adjudication of this controversy in the settlement context; and (f) counsel of record for the
25 Class Representatives are qualified to serve as counsel for the Class.

26 2. The Court finds on a preliminary basis that the Agreement, incorporated by this
27 reference in full, and made a part of this Order of preliminary approval, appears to be within
28 the range of reasonableness of a settlement which could ultimately be given final approval by

1 this Court.

2 3. It appears to the Court on a preliminary basis that: (a) the settlement amount is
3 fair and reasonable to Class Members when balanced against the probable outcome of further
4 litigation relating to class certification, liability and damages issues, and potential appeals; (b)
5 significant investigation, research, and discovery have been conducted and counsel for the
6 Parties are able to reasonably evaluate their respective positions; (c) settlement will avoid
7 substantial costs, delay and risks presented by further prosecution of the Action; and (d) the
8 proposed Settlement is the result of intensive, serious and non-collusive negotiations between
9 the Parties and facilitated by an experienced mediator.

10 4. Accordingly, good cause appearing, the Motion for Order Granting Preliminary
11 Approval of Class Action Settlement is GRANTED, and as a part of preliminary approval, the
12 Court accepts and incorporates the Agreement in this Order and orders the Class be
13 conditionally certified for settlement purposes only pursuant to the terms and conditions of the
14 Agreement.

15 5. The Class is defined for purposes of the settlement of this Action, as: “All
16 current and former Drivers of Defendant in California from September 18, 2021 through
17 December 17, 2025.”

18 6. For settlement purposes, Aggrieved Employees are defined as: “All Drivers of
19 Defendant in California from March 30, 2022 through December 17, 2025.”

20 7. The Court finds the proposed Class Notice, attached as Exhibit 1 to the
21 Supplemental Declaration of Maggie Realin in Support of Preliminary Approval, fairly and
22 adequately advises Class Members of (a) the pendency of the Class Action; (b) the conditional
23 certification of the Class for settlement purposes only; (c) preliminary Court approval of the
24 proposed Settlement; (d) the date of the Final Approval Hearing; (e) the terms of the proposed
25 Settlement and benefits available to Class Members; (f) their right to receive a proportionate
26 share of the Net Settlement Amount without the need to return a claim form; (g) their right to
27 request exclusion from the settlement and the procedures and deadline for doing so; (h) their
28 right to object to, or file documents in opposition to the Settlement, and the procedure for

1 doing so; and (i) their right to appear at the Final Approval hearing. The Court further finds
2 that the Class Notice clearly comports with all constitutional requirements, including those of
3 due process. Accordingly, good cause appearing, the Court APPROVES the Class Notice.

4 8. The Court further finds mailing of the Class Notice to the last known address of
5 Class Members as described in the Agreement, with the measures taken for verification of
6 addresses and skip tracing set forth, is an effective method of notifying Class Members of their
7 rights with respect to the class action and Settlement. Accordingly, it is ORDERED:

8 A. Phoenix Class Action Administration Solutions (“Phoenix”) be
9 appointed the Settlement Administrator to administer the Settlement as more specifically set
10 forth in the Agreement.

11 B. The law firms Cohelan Khoury & Singer, The Markham Law Firm,
12 United Employees Law Group, P.C., and Sirmabekian Law Firm, PC be conditionally
13 appointed as Class Counsel.

14 C. Plaintiffs Christian Sanchez, Atu Akinlabi Watson, and Tyron Wesley
15 McCarther be conditionally appointed Class Representatives.

16 D. Within fourteen (14) calendar days after entry of a Preliminary Approval
17 Order, Defendant shall transmit to the Settlement Administrator in a readable, ready to use
18 electronic excel format spreadsheet: 1) the Class List showing for each member of the Class
19 the following information: (i) full name; (ii) last known address; (iii) telephone number(s), (iv)
20 Social Security number; and (iv) the number of weeks worked for Defendant as a Class
21 Member; and 2) the PAGA List showing for each Aggrieved Employee the following
22 information: (i) full name; (ii) last known address; (iii) telephone number(s), (iv) Social
23 Security number; and (iv) the number of Pay Periods for Defendant as a Class Member.

24 E. Within fourteen (14) calendar days after receipt of the Class List and
25 PAGA List, the Settlement Administrator shall mail to each Class Member and/or Aggrieved
26 Employee a Class Notice by first class, regular U.S. mail, using the most current mailing
27 address information available, with measures taken for updating an address as provided by the
28 terms of the Agreement.

1 F. On or before the Response Deadline [sixty (60) calendar days from the
2 initial mailing of the Class Notices by the Settlement Administrator unless the 60th day falls on
3 a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next
4 day (“Response Period”)], Class Members who wish to exclude themselves from the Class
5 must submit to the Settlement Administrator, by mail and postmarked by the Response
6 Deadline, a written request for exclusion by the Response Deadline as set forth in the Class
7 Notice. Class Members who are sent a re-mailed Class Notice shall have their Response Period
8 extended by fourteen (14) calendar days from the date the Settlement Administrator re-mails
9 the Class Notice.

10 G. On or before the Response Deadline, Class Members who dispute the
11 number of Workweeks must submit to the Settlement Administrator, by mail and postmarked
12 by the Response Deadline, evidence with documentation to establish the number of workweeks
13 working during the Class Period, as set forth in the Class Notice.

14 H. On or before the Response Deadline, Class Members who wish to object
15 to the Settlement, should submit to the Settlement Administrator, by mail and postmarked by
16 the Response Deadline, a Notice of Objection which must include, (1) the name and case
17 number of the Action, (2) the full name, current address, and telephone number of the
18 Settlement Class Member making the Objection, (3) a written statement of all grounds for the
19 objection accompanied by any legal support for such objection; (4) copies of any papers,
20 briefs, or other documents upon which the objection is based; and (5) a statement whether the
21 objector intends to appear at the Final Approval Hearing. Class Members who are sent a re-
22 mailed Class Notice shall have their Response Deadline extended by fourteen (14) calendar
23 days from the date the Settlement Administrator re-mails the Class Notice. Class Members
24 may appear at the Final Approval Hearing either in person, or through attorney retained at their
25 own expense, to have their objection heard, whether or not they had submitted a prior written
26 Objection.

27 9. The Court preliminarily finds and determines that the following disbursement
28 amounts are fair and reasonable and in accordance with the Settlement.

1 A. The Court preliminarily finds and determines that the fees and expenses
2 in administrating the Settlement incurred by Phoenix in the amount not to exceed \$8,000 are
3 fair and reasonable.

4 B. The Court preliminarily finds and determines the Class Representative
5 Enhancement Awards not to exceed \$15,000 each to Plaintiffs Christian Sanchez, Atu Akinlabi
6 Watson, and Tyron Wesley McCarther are fair and reasonable.

7 C. The Court preliminarily finds and determines the PAGA Payment in the
8 amount of \$39,375 to be paid to the California Labor and Workforce Development Agency
9 (“LWDA”) representing the 75% share of the \$52,500 for civil penalties is fair, adequate and
10 reasonable.

11 D. The Court preliminarily finds and determines Class Counsel request for
12 attorneys’ fees not to exceed \$350,000 and litigation costs (estimated at \$35,000) is fair and
13 reasonable.

14 10. IT IS FURTHER ORDERED the Final Approval Hearing shall be held before
15 the undersigned at 2:30 p.m. on October 22, 2026 (reservation A-35138-001), in Department
16 16 of the County Administration Building of Alameda County Superior Court located at 1221
17 Oak Street, Oakland, California 94612, to consider the fairness, adequacy and reasonableness
18 of the proposed Settlement preliminarily approved by this Order of Preliminary Approval, and
19 to consider applications for Enhancement Awards to the Plaintiffs/Class Representatives,
20 Settlement Administration expenses, and Class Counsel’s attorneys’ fees and costs. All briefs
21 and materials in support of an Order Granting Final Approval and Entering Judgment,
22 Enhancement Awards, Settlement Administration Payment, and Class Counsel’s attorneys’
23 fees and costs shall be filed sixteen (16) court days before the scheduled hearing.

24 11. All proceedings in this matter, except those contemplated by the Agreement or
25 this Order, are stayed.

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12. The Court expressly reserves the right to adjourn or continue the Final Approval Hearing from time to time without further notice to Class Members. Class Counsel is to provide notice of any change in the hearing date to Class Members who have filed written objections.

IT IS SO ORDERED.

Dated: _____

Honorable Victoria Kolakowski
JUDGE OF THE SUPERIOR COURT